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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

CONSTRUCTION LABORERS TRUST  
FUNDS FOR SOUTHERN  
CALIFORNIA ADMINISTRATIVE  
COMPANY, a Delaware limited liability  
company,

Plaintiff,

vs.

MARIO MIGUEL MONTALVO, an  
individual doing business as  
SUPER MARIO PORTABLE  
WELDING; GREAT AMERICAN  
INSURANCE COMPANY, an Ohio  
corporation; DOE 1 through DOE 10,  
inclusive,

Defendants.

CASE NO.: 2:10-cv-01193 DMG-SS

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
APPLICATION FOR RENEWAL OF  
JUDGMENT BY CLERK**

[NO HEARING SCHEDULED]

Plaintiff and Judgment Creditor, CONSTRUCTION LABORERS TRUST  
FUNDS FOR SOUTHERN CALIFORNIA ADMINISTRATIVE COMPANY, LLC,  
the administrator, agent for collection and a fiduciary to the LABORERS HEALTH  
AND WELFARE TRUST FUND FOR SOUTHERN CALIFORNIA;  
CONSTRUCTION LABORERS PENSION TRUST FOR SOUTHERN  
CALIFORNIA; CONSTRUCTION LABORERS VACATION TRUST FOR

1 SOUTHERN CALIFORNIA; LABORERS TRAINING AND RE-TRAINING  
2 TRUST FUND FOR SOUTHERN CALIFORNIA; FUND FOR CONSTRUCTION  
3 INDUSTRY ADVANCEMENT, CENTER FOR CONTRACT COMPLIANCE and  
4 LABORERS CONTRACT ADMINISTRATION TRUST FUND FOR SOUTHERN  
5 CALIFORNIA, (hereinafter "JUDGMENT CREDITOR") submits the following  
6 Memorandum of Points and Authorities in Support of its Application for Renewal of  
7 Judgment by Clerk:

8  
9 **I.**  
10 **PRELIMINARY STATEMENT**  
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12 This action was filed on February 17, 2010 and Judgment was entered against  
13 Judgment Debtor, MARIO MIGUEL MONTALVO, an individual doing business as  
14 SUPER MARIO PORTABLE WELDING, (hereinafter referred to as "DEBTOR") on  
15 August 30, 2011 [docket no. 88]. The Judgment against DEBTOR was renewed on  
16 May 23, 2017 [docket no. 104.] The Judgment has not been satisfied [Declaration of  
17 Marsha M. Hamasaki in Support of Application for and Renewal of Judgment  
18 ("Hamasaki Decl.") at ¶¶ 3, 4, 5] Post judgment interest has accrued on the Judgment  
19 and as of June 30, 2022, the total due on the Judgment now totals \$68,430.55  
20 [Hamasaki Decl. at ¶¶ 6, 7.]

21 JUDGMENT CREDITOR therefore seeks to renew the Judgment for the total  
22 due, and to extend the enforceability period of the Judgment.

23  
24 **II.**  
25

26 **RENEWAL OF JUDGMENT IS AUTHORIZED BY CALIFORNIA**  
27 **CODE OF CIVIL PROCEDURE AND IS APPLICABLE TO THIS ACTION**  
28 **BY FEDERAL RULES OF CIVIL PROCEDURE RULE 69**

1 The procedure of the State of California has been followed for renewal of the  
 2 Judgment in this action and is applicable to this action pursuant to Federal Rules of  
 3 Civil Procedure Rule 69. Fed. Rule Civ. P. 69 requires a Court to follow the  
 4 procedure of the State in which the District Court is located to enforce a judgment for  
 5 the payment of money.

6 Fed. Rule Civ. P. 69 states in pertinent part:

7 The procedure on execution--and in proceedings  
 8 supplementary to and in aid of judgment or execution--must  
 9 accord with the procedure of the state where the court is  
 10 located, but a federal statute governs to the extent it applies.

11 Fed. Rule Civ. P. 69

12 In accordance with the California Code of Civil Procedure, a judgment creditor  
 13 may renew a judgment and extend the period of enforceability for a period of ten (10)  
 14 years from the date the application for renewal is filed, and may be renewed after five  
 15 years from the time the judgment was previously renewed. *See*, Cal. Civ. Proc. Code  
 16 §§ 683.110 through 683.220.

17 Cal. Civ. Proc. Code § 683.120 provides:

- 18 (a) The judgment creditor may renew a judgment by filing an  
 19 application for renewal of the judgment with the court in which the  
 20 judgment was entered.
- 21 (b) Except as otherwise provided in this article, the filing of the  
 22 application renews the judgment in the amount determined under  
 23 section 683.150 and extends the period of enforceability of the  
 24 judgment as renewed for a period of 10 years from the date the  
 25 application is filed.

26 . . .

27 Cal. Civ. Proc. Code § 683.120

28 As shown by the Declaration of Marsha M. Hamasaki in Support of Application

1 for Renewal of Judgment, filed herewith, the Judgment was entered by this Court on  
2 August 30, 2011 and renewed on May 23, 2017 [Hamasaki Decl. at ¶¶ 3, 4.]  
3 Therefore, this Application for Renewal of Judgment is timely and renewal of the  
4 Judgment is appropriate. Accordingly, the JUDGMENT CREDITOR respectfully  
5 requests that the Judgment against DEBTOR be renewed as requested.

6  
7 Respectfully submitted,

8 REICH, ADELL & CVITAN  
9 A Professional Law Corporation

10 DATED: June 30, 2022

11 By: /s/ Marsha M. Hamasaki  
12 MARSHA M. HAMASAKI  
13 Attorneys for Plaintiff/Judgment Creditor  
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the  
4 age of 18 years and not a party to the within action; my business address is 3550  
Wilshire Boulevard, Suite 2000, Los Angeles, California 90010-2421.

5 On 6/30/2022 I served the foregoing document described as **MEMORANDUM**  
6 **OF POINTS AND AUTHORITIES IN SUPPORT OF APPLICATION FOR**  
7 **RENEWAL OF JUDGMENT BY CLERK** on the interested parties in this action by  
first class United States mail and by placing

8 ☐ the original ☒ a true copy thereof enclosed in a sealed envelope  
9 addressed as follows:

10 **Mario Miguel Montalvo**  
**SUPER MARIO PORTABLE WELDING**

11 **Escondido, California**

12 ☒ (By Mail) As follows: I am "readily familiar" with the firm's practice of  
13 collection and processing correspondence for mailing. Under that practice it  
14 would be deposited with U.S. postal service on that same day with postage  
15 thereon fully prepaid at Los Angeles, California in the ordinary course of  
business. I am aware that on motion of the party served, service is presumed  
invalid if postal cancellation date or postage meter date is more than one day  
after date of deposit for mailing in affidavit.

16 ☐ (By Fax) I transmitted said document(s) at \_\_\_:\_\_\_ a.m./p.m. to fax telephone  
17 number, executed on \_\_\_\_\_, at Los Angeles, California.

18 Executed on **June 30, 2022**, at Los Angeles, California.

19 ☒ (Federal Court) I declare that I am employed in the office of a member of the  
20 bar of this court at whose direction the service was made.

21   
Kaitlyn Malarkey